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SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 83
2. Contract No.	3. Solicitation No. W52P1J-05-R-0137	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE	
7. Issued By HQ AFSC AMSFS-CCA-I ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390		Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6500		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until (hour) local time (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CHERYL NIELSEN E-mail address: CHERYL.NIELSEN@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-8693
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter **Code** **Facility** **16. Name and Title of Person Authorized to Sign Offer (Type or Print)**

15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	17. Signature	18. Offer Date
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AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code <u> </u>	25. Payment Will Be Made By	Code <u> </u>
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITIONS NOT USABLE

33-132

Standard Form 33 (Rev. 4-85)

Prescribed By GSA-FAR (48 CFR) 53.214(c)

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SECTION A - SUPPLEMENTAL INFORMATION

NOTICE: This acquisition is restricted to U.S. and Canada and shall be acquired via competitive, best value procedures.

1. This solicitation is issued for the acquisition of 105MM, M314A3 Illumination Cartridges (NSN: 1315-01-514-5716).
2. Since this acquisition is restricted to U.S. and Canada, offerors are cautioned that this requirement must be manufactured in the U.S. or Canada to include forging and heat treatment and proposals must be submitted in U.S. Dollars.
3. It is anticipated that this action will result in a five-year multi-year firm fixed price contract with yearly options up to 200% for FY06-FY10. Prices are requested on both a multi-year and annual (multiple year) basis. The Government will review the proposed prices and perform the necessary comparison of contract costs as required by DFARS 217.170. Your attention is directed to Sections B and I of the solicitation. Section B is structured to reflect the single year price (CLIN 0001) and the annual options (CLINS 0002 through 0005). These CLINS are intended to reflect quantities in line with the multi-year quantities stated in CLIN 0006. Offerors are also directed to Section I - Evaluated Option where a separate 200% option is stated. Option prices are requested in range pricing as identified in Section I. The range quantities are provided for the purpose of establishing reasonable quantities against which to provide prices and to allow the Government to purchase quantities that offer the best prices. If the Government determines before award that only the first program year requirements are needed, the Government's evaluation of the price shall consider only the first year. Award will not be made on less than the first program year requirements.
4. The Technical Data Package (TDP) is classified s "Distribution D" which means it cannot be distributed via the internet. Distribution of the TDP is only authorized to U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 USC 140c. A Military Critical Technical Data Agreement, DD Form 2345, certified by Defense Logistics Services Center, Battle Creek, MI is required. Technical Data Package cannot be forwarded to a contractor who has not been certified. A copy of the executed DD Form 2345 is required to be submitted to the contract specialist, Cheryl Nielsen at cheryl.nielsen@us.army.mil, with any request for the technical data package. The form and all applicable instructions can be obtained at the following website: www.disc.dla.mil/ccal. The TDP will be sent via U.S. mail unless the requester provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request and include the name/phone number of the person who is to receive the TDP.
5. The Government will furnish the Closing Plugs (P/N 75-14-575) and Washers (P/N 7549010) in support of this contract for the first year only (FY06). The solicitation contains a requirement for development of a new plastic closing plug which will replace the current metal hex closing plug and washer. This plastic plug will be furnished by the contractor for the 2nd through 5th year (FY07-FY10). A drawing for a similar plastic plug that is currently being used on 105MM HE rounds will be furnished with the final RFP as an example. This plug is not compatible with Illumination Ctgs. The contractor will be responsible for developing the plug to be used with the M314A3 Illumination Ctgs.
6. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M, in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offerors' proposal, using the factors and subfactors listed in Section M of the Request for Proposal (RFP). The acquisition will be awarded based on the evaluation of technical/management, recent, relevant past performance, price, and small business utilization plan that provides the best value to the Government; therefore, the award may be made to other than the low offeror.
7. Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instruction to offerors - Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a)). Initial proposals should contain the offerors' best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.
8. Offerors are cautioned to ensure that their proposals are fully complete, including all fill-ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent-free Government owned facilities and equipment. All offers shall provide prices for items that conform to the TDP provided with this RFP ONLY. No alternate designs will be considered for award.
9. Please note that the TDP allows for the use of a brass cartridge case in lieu of steel or brass. Offerors shall indicate in their proposals (Section B) by placing an "X" in the appropriate space if their offer is for the brass or steel cartridge case configuration.
10. An economic price adjustment (EPA) clause for steel or brass has been included in the solicitation, in Section I, but is not mandatory. The cost data provided in this clause will not be considered in the evaluation of price. This information will be used only in the calculation of an applicable EPA. For a better understanding of the EPA clause, the following examples are given:

EPA CLAUSE EXAMPLE

BACKGROUND - The unit price of the item being purchased is \$100.00. The unit price makeup for material (Steel or Brass Only) is \$50.00 (This is the price of steel or brass - it does not include additives such as labor, O/H, G&A and profit).

The EPA clause allows an adjustment based on the total unit price that, in this case, is \$100.00. The EPA clause allows for an upward

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adjustment of up to 10%. There is no downward limit on the adjustment. This adjustment is aggregate, not per occurrence, during the same contract or option period. There is no immediate adjustment for changes in material (steel or brass) prices of + or - 3% (\$3) to the total unit price, unless requested by either party after final delivery.

Example A. During contract performance, the unit price makeup of steel or brass rises by \$8, from \$50 to \$58. This \$8 increase amounts to 8% of the unit price of the item. Because the rise in the price of steel or brass is within the 10% limit established by the clause, the contractor is entitled to receive an increase of \$8 per unit.

Example B. During contract performance, the unit price makeup of steel or brass drops by \$5, from \$50 to \$45. This \$5 decrease amounts to 5% of the unit price of the item. Because the drop in the price of steel or brass is within the downward limit established by the clause, the Government is entitled to receive a decrease of \$5 per unit.

Example C. During contract performance, the unit price makeup of steel or brass rises by \$15, from \$50 to \$65. This \$15 increase amounts to 15% of the unit price of the item. Because the rise in the price of steel or brass is greater than the 10% limit established by the clause, the contractor is entitled to receive an increase of only \$10 per unit.

Example D. During contract performance, the unit price makeup of steel or brass drops by \$13, from \$50 to \$37. This \$13 decrease amounts to 13% of the unit price of the item. As there is no downward limit established by the clause, the Government is entitled to a decrease of \$13 per unit.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1 52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005

The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

- a. Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

- b. An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-2 52.252 4500 LOCAL	FULL TEXT CLAUSES	SEP/1997
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1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three asterisks are put in its place (***).

3. You can view or obtain a copy of the clauses and provisions on the internet at:

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www.afsc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

A-3 The offerors attention is directed to Clause L-15, reference 52.211.4510 entitled Partnering. The Government desires to enter into a partnering arrangement with the successful offeror though not one as formal as is contemplated by the AMC Partnering manual. The Governments overall objective is to establish program objectives, goals and identify any challenges that might impact those objectives and goals. The contemplated partnering arrangement would primarily involve the Government, the successful offeror and any major subcontractors. To minimize cost and resource expenditure partnering meetings could be held in conjunction with in process reviews. The offeror is reminded that partnering is a voluntary process and if an offeror elects not to enter into such an arrangement this will not be viewed negatively.

*** END OF NARRATIVE A 002 ***

A-4 As a part of this contract the successful offeror is responsible for total integration of the M314A3. It is the Governments desire to maintain a working relationship with the prime contractor during performance of this contract. The Government desires access to data, if required and will in turn share any data it has available. The Government also desires to participate in any analysis but only as observers, not in a decision making capacity unless requested by the prime contractor. This arrangement will be formalized should a partnering agreement be established. If no partnering arrangement is established this issue will be agreed upon separately to the satisfaction of all parties.

*** END OF NARRATIVE A 003 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>PRODUCTION QTY WITH FAT - SINGLE YEAR</u> NSN: 1315-01-514-5716 NOUN: M314A3 ILLUMINATION CARTRIDGE FSCM: 19200 PART NR: 12944349 SECURITY CLASS: Unclassified <u>Production QTY Without First Article Approval - Single Year</u> (Delivery of CLINs 0001AD and 0001AE only) Delivery Shall Be FOB Origin CARTRIDGE CASE: STEEL _____ BRASS _____ TAC CODE: AE*F (*Refers to fiscal year shipped) (End of narrative B001)	10000	EA	\$ _____	\$ _____
0001AA	<u>FIRST ARTICLE TEST</u> NOUN: M314A3 ILLUMINATION CTGS <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45 <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 3 DEL REL_CD QUANTITY DAYS AFTER AWARD 001 1 0240 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E	10000	EA	\$ _____	\$ _____
0001AB	<u>PRODUCTION QTY W/FAT SINGLE YEAR</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CTG 105MM ARTY ILLUM M314A3				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>PRON: WG5A0E81HH PRON AMD: 01 AMS CD: 41351120011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB4160A802 W53XMD L 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 114 0390</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p><u>PRODUCTION QTY W/PAT SINGLE YEAR</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: CTG 105MM IL M314A3 W/O FZ PRON: HH6A1035M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J5145A715 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4,886 0390 002 5,000 0420</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p><u>PRODUCTION QTY WO/FAT SINGLE YEAR</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: CTG 105MM ARTY ILLUM M314A3 PRON: WG5A0E81HH PRON AMD: 01 AMS CD: 41351120011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB4160A802 W53XMD L 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 114 0240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>				
0001AE	<p><u>PRODUCTION QTY WO/FAT SINGLE YEAR</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: CTG 105MM IL M314A3 W/O FZ PRON: HH6A1035M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J5145A715 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4,886 0240 002 5,000 0270</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>YEAR 2 OPTION - UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Delivery Shall Be FOB Origin. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract unless the parties agree otherwise.</p> <p>The Government reserves the right to award, by exercise of option, the quantity of item 0002 by a quantity of up to and including but not exceeding 10000 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 2, anytime preceding the end of FISCAL YEAR 2007 by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080, 52.217-6, for pricing additional option quantities.</p> <p>CARTRIDGE CASE: STEEL _____ BRASS _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>YEAR 3 OPTION - UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Delivery Shall Be FOB Origin. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract unless the parties agree otherwise.</p> <p>The Government reserves the right to award, by exercise of option, the quantity of item 0003 by a quantity of up to and including but not exceeding 10000 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 3, anytime preceding the end of FISCAL YEAR 2008 by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080, 52.217-6, for pricing additional option quantities.</p> <p>CARTRIDGE CASE: STEEL _____ BRASS _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>		EA	\$ _____	\$ _____
0004	<p><u>YEAR 4 OPTION - UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p>		EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Delivery Shall Be FOB Origin. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract unless the parties agree otherwise.</p> <p>The Government reserves the right to award, by exercise of option, the quantity of item 0004 by a quantity of up to and including but not exceeding 10000 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 4, anytime preceding the end of FISCAL YEAR 2009 by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080, 52.217-6, for pricing additional option quantities.</p> <p>CARTRIDGE CASE: STEEL _____ BRASS _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>YEAR 5 OPTION - UNFUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Delivery Shall Be FOB Origin. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract unless the parties agree otherwise.</p>		EA	\$ _____	\$ _____

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0006	<p>The Government reserves the right to award by exercise of option, the quantity of item 0005 by a quantity of up to and including but not exceeding 10000 at the price quoted. The Contracting Officer may award the full amount or any amount less than the stated amount contingent upon funding for Year 5, anytime preceding the end of FISCAL YEAR 2010 by giving written notice to the Contractor.</p> <p>Please refer to section I, Clause IF6080, 52.217-6, for pricing additional option quantities.</p> <p>CARTRIDGE CASE: STEEL _____ BRASS _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QTY - MULTI-YEAR PRICING W/FAT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 1</p> <p><u>PRODUCTION QTY MULTI-YEAR WITHOUT FAT</u> Delivery Shall Be FOB Origin</p> <p>CARTRIDGE CASE: STEEL _____ BRASS _____</p> <p>(End of narrative B001)</p> <p>The three years requirements are as follows:</p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>

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Name of Offeror or Contractor:					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>MULTI YEARS FY 2006-2010</u></p> <p>2006 10,000</p> <p>2007 10,000</p> <p>2008 10,000</p> <p>2009 10,000</p> <p>2010 10,000</p> <p>Enter identical unit price for all items under this multi-year.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>				

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MULTI-YEAR PROCUREMENT - CANCELLATION CEILING AND CANCELLATION/FUNDING DATES

1. Reference FAR 17.106-1

2. Notice of cancellation funding for each year's program will be provided by the contracting officer as soon as the cancellation or funding is confirmed. In no case will that notice be made, or notice of required extension to this date be made, later than 15 March of the calendar year which is the same as the program year. (For example; notice that the FY07 requirement is funded or cancelled, or notice of a required extension, will be made no later than 15 March 2007).

3. The Government has estimated cancellation ceilings at the not to exceed amounts below. Offerors are invited to provide their estimated cancellation ceilings if not in agreement with Government estimates provided.

Government Estimate

Contractor Estimate

FY 07: \$648,000

FY07: _____

FY 08: \$486,000

FY08: _____

FY09: \$324,000

FY09: _____

FY10: \$162,000

FY10: _____

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/icc/clauses/index.htm>

Regulatory Cite	Title	Date
C-1 52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

To view or order tech data (when applicable), please go to <http://>

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL - 12944349:19200 with revisions in effect as of 12/03/2004 (except as follows):

Dwg 13009272 per ECP R04A2014 Change Distribution "A" TO: Distribution "C".

Per MIL-STD-1261. 12479550 has been added to the Pullfile.

75-14-575 - Image is not available. GFM item.

Add:

HCSDS	Rev	Date	Nomenclature	Ref-Doc
4	G	5/1/91	Barium Nitrate	MIL-B-162
8	E	5/3/91	Magnesium	MIL-P-14067
9	C	10/16/84	Laminac 4116	9220290
10	C	10/16/84	Cobalt Naphthenate	9220139
670	B	10/19/84	Methyl Ethyl Ketone Peroxide	9216269
1651	D	9/1/89	Protechnic, Comp, First Fire	9206749
1652	E	9/7/89	Protechnic, Comp, Illuminant	9206749
1660	D	2/26/01	Cartridge, 105mm, Illum, M314A3	9206821
10161	B	10/24/84	Graphite	MIL-G-155

Change: HCSDS from Rev A to Rev B, dated 12/8/04

1. Drawings:

Drawing 9243287 Stop Packing Hardened:

- MIL-STD-45662 is cancelled, use ISO 10012-1 and ANSI/NCSS Z540.1 (for calibrating test equipment).

Drawing 9246040:

- Spec TT-I-1795A, which superseded Spec TT-I-559 is cancelled, use A-A-208.
- Delete: "Note B - alternative: enamel, yellow, color NO 33538 in accordance with TT-I-516"

Drawing 9344041:

- Spec ASTM A366/A366M is discontinued, use ASTM A1008/A1008M
- Spec ASTM A569/A569M is discontinued, use ASTM A011.
- Delete ASTM A619/A619M

Drawing 9386827 Rim:

- Sheet 2 is not listed in this PRON.

Drawing 12934901:

- Use drawing 1299545 instead of MIL-STD-129 "Military Marking for Shipment and Storage" (ODC).

Drawing 9206821, which is listed in the "Packaging drawings and documents" is not a Packaging drawing.

Drawing 9344042:

- Delete destruction notice.
- Delete Distribution Statement B and replace with: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED."

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Drawing 12987995:

- Delete destruction notice.
- Delete Distribution Statement D and replace with: 'DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.'

Drawing 9258026:

- Add: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED."

2. Nor Sheet from ECP R1A2071 missing for drawing ACV00131.

3. NSN and DODIC are listed on drawing 12934901, which is part of this TDPL.

4. "PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

5. WOOD PACKAGING MATERIALS - The following applies of heat treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

6. Drawings

Dwg 9311178, change 2ND vendor information:

FROM: DOW CHEMICAL USA	TO: DOW CHEMICAL CO., THE
MIDLAND, MI. 48640	2030 - T DOWN CENTER
	MIDLAND, MI 48674-0001 USA
PART NO. DER 331	PART NO. DER331
CODE IDENT NO. 989-636-1000	

Change 3RD vendor information:

FROM: VANTICO	TO: HUNTSMAN ADVANCED MATERIALS
---------------	---------------------------------

Dwg 9311179 address corrected via ECP R3A2058.

Dwg 9311180 change vendor address:

FROM: DOW CHEMICAL	TO: DOW CHEMICAL CO., THE
ABBOT ROAD	2030 - T DOW CENTER
MIDLAND, MI 48640	MIDLAND, MI 48674-0001 USA
	989-636-1000

Add the following drawings to the TDPL as per ECP R04A2014:

9227195

13009272

13009273

13009274

13009275

13009277

13009278

All drawings for product drawings only that do not have a distribution statement are to be Distribution Statement A.

7. ODS

ASTM-D461 (8838129): As per ECP R04A2009, this spec was deleted from the drawing, thus no ODS are used.

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FED-STD-191 (9206772): The drawing note 5 specifies Method 5104. This method does not contain any ODS.

MIL-C-81562 (9243287, 9243286): There are alternatives to using the ODS methyl chloroform. Recommend using alternatives.

MIL-STD-129 (12910349, 7555278, 7555279, 12934901, 9206749, 9206821, 9207912, 12934901): There are alternatives to using the ODS methyl chloroform. Recommend using alternatives.

V-T-295 (9206766): This spec calls out FED-STD-191 Method 1530. This method has alternatives for the ODS methyl chloroform. Recommend using alternatives.

MIL-S-46163A (9206746): Use MIL-S-46163A Interim Amendment 3. As per Interim Amendment 3 of MIL-S-46163A, there is no use of an ODC substance.

(End of statement of work)

(CS6100)

C-2 52.246-4506 STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL
LOCAL

FEB/1999

In accordance with DI-MGMT-80004 and contract clause 52.246-4506, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document: List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.).

1.4 SPC Training: Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls: Identify the criteria for performing SPC gage capability studies and describe how and when these studies should be applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use: Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis, analysis of characteristics with tight tolerances, etc.).

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable data: Process capability (C_p) shall be determined. Process performance index shall be greater than or equal to 1.33 (C_{pk}). For critical parameters/characteristics, the process performance index shall be greater than or equal

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to 2.0 (Cpk).

(2) Attribute data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal (Cpk less than 1.33 or 2.0 for criticals or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e., \bar{x} bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken, to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls: Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often, what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System: At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records: Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for nonselection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted output; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting (twenty) 20 consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of statement of work)

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Name of Offeror or Contractor:

(CS7100)

C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR AUG/2004
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. The Report of Contractor Ballistic Testing is prepared IAW DI-MISC-80246. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

AEPS Access Procedures

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

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FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

Report of Contractor Ballistic Testing Module

In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

The LATR tab on the WARP opening page provides access to the upload process.

An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

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(End of statement of work)

(CS7200)

C-4 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION JUL/2005
LOCAL

a. As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

b. An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

c. Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

d. Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

e. During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

f. The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001
LOCAL

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

C-6

SECURITY STATEMENT OF WORK (SOW)

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PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT CONTRACTOR-OWNED, CONTRACTOR-OPERATED (COCO) FACILITIES
(from DoD 5100.76M, Appendix 2)

1. Facility Construction. This command will make a Suitability Determination of structural adequacy on production and storage facilities used by the contractor. The contractor shall store CAT III/IV A&E in approved magazines, Type 2 portable magazines, or existing facilities approved by the procuring command. The required locking system is the Sargent & Greenleaf 833C with NAPEC shrouded hasp, except on doors of Type 2 magazines, which follow BATF locking requirements.
2. Lock and key control. The contractor shall implement a control system that ensures accountability and control of storage structure locks and keys. The contractor shall maintain keys to AA&E storage areas and IDS separately from other keys. He should allow only those individuals authorized access to the AA&E keys. The number of keys should be held to the absolute minimum and signed for by authorized employees. When not attended or used, the contractor shall secure keys providing access to CAT III/IV AA&E in key containers of at least 20-gauge steel with either a GSA-approved built-in changeable combination lock or a GSA-approved key-operated low-security padlock. He shall provide the same level of security to replacement or spare locks, keys and cores for AA&E keys. Master keying of locks and the use of a master key system is prohibited. The contractor shall appoint a key and lock custodian in writing, who shall maintain a key control register to ensure continuous administrative accountability for the keys. He shall perform semiannual key and lock inventories. The custodian shall maintain AA&E registers, issue/turn-in records, and inventories separate from administrative keys reports and for a minimum of one year.
3. Access controls. The contractor shall ensure that vehicular and pedestrian entry into and exit from the production and storage areas is controlled. Privately-owned vehicles shall not be parked within 100 feet of storage and production structures.
4. Security Force. Security patrols may consist of civilian security personnel, state or local police, or responsible contractor employees. Where a public law enforcement agency has agreed to perform this function, the contractor shall maintain a current letter of agreement to that effect from the agency. A patrol shall periodically check facilities and areas used to store AA&E. He shall increase patrols and inspections of facilities during nights, weekends, holidays, and when local threat conditions warrant. The contractor shall establish liaison with local civil police agencies to conduct periodic surveillance and coordinate a security plan.
5. Fencing. Not required for CAT III/IV A&E.
5. Lighting. Not required for CAT III/IV A&E.
7. Intrusion Detection System. Not required for CAT III/IV A&E structures.
8. Response Force. Not required for CAT III/IV A&E.
9. Additional Security Measures. During periods when the production line is unattended, the contractor shall remove sensitive A&E to approved storage areas or protect the production line. If used as overnight or temporary storage, the production building must meet the storage criteria construction requirements cited in 1.a.
10. Accountability. The contractor shall have an accountability system for both sensitive A&E components and end items produced under a DOD contract, or furnished or released to a contractor by the DOD. He shall provide the government a written description of his accountability procedures. He shall review accountability records and conduct quarterly inventories for bulk storage.
11. Security Procedures. The contractor shall develop written security procedures designed to ensure security standards in keeping with this security SOW. The contractor shall keep these procedures available at his facility for review by government representatives.
12. Transportation. The contractor shall transport sensitive AA&E as prescribed in the contract.
13. Security Surveys and Inspections. To ensure that a prospective contractor will satisfy physical security requirements of this security SOW, government security personnel (usually Defense Security Service (DSS)) will perform a preaward security survey. The DSS office will perform security inspections at recurring 18-month intervals during the period of the contract to ensure compliance with this security SOW.
14. Exceptions/waivers. The contractor shall submit written requests for exceptions/waivers to the security requirements of this security SOW to the Government PCO, coordinating with DSS and AMSFS-FP (Force Protection, G-2). The PCO shall forward such requests to AMSFS-FP, who will either endorse the request up to Department of Army (DA) for decision, or request further information from the contractor. DA normally grants waivers for a period of 1 year and may extend only after review of the contractor's request for extension. They grant exceptions on a more permanent basis. Requests for exceptions/ waivers shall include a statement as to why the contractor cannot meet requirements and outline compensatory measures proposed by the contractor to provide equivalent or better protection than the original standard. The request for waiver shall also provide details of an upgrade project design to correct waived deficiencies, as well as the expected date of project completion. The AMSFS-FP office will furnish copies of approved exceptions/waivers to the applicable DSS office.

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15. Significant Incidents Pertaining to AA&E. The contractor shall report all losses and thefts of sensitive AA&E as soon as discovered to local law enforcement agencies. The contractor shall notify the following within 72 hours of initial discovery: BATF, FBI, AMSFS-CC, AMSFS-FP, and DSS. The contractor shall report all AA&E thefts and losses; any armed robbery or attempted armed robbery; forced entry or attempted forced entry with physical evidence of the attempt; evidence of terrorist involvement; or illegal trafficking in sensitive AA&E.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/cclauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 12934901 revision D, dated 3 May 2004.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 12934901, Revision D, dated 3 May 2004.

EXCEPTION: The following shall apply to drawing 12934901, revision D, dated 3 May 2004:

NOTE M8 - 2D Bar code marking is required in accordance with 12999545, Rev A, dated 31 July 2003.

Engineering Exceptions found on Section C apply.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK- 81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on 12934901. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification.

Exception to 12934901, sheet 3, Line 1 on the Table: The UN Nomenclature and Serial Number, shall be changed to "AMMUNITION, ILLUMINATING UN 0171". The contractor must verify prior to marking as stated in the paragraph above.

METALLIC SEAL- 8794342, Rev AD, dated 30 July 2004 applies

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4231/45, revision 2, dated Jan 2001 and 19-48-4131, Rev 2, dated Sep 2002. Marking shall be in accordance with ACV00561, Rev C, dated 11 July 2003. 2-D bar code marking is required.

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

a. The first article shall consist of: The following components/items shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package:

Projectile, 105MM: Illuminating, M314A3 Loading, Accessories For: MIL-P-14997A Paragraph 4.3 and Table I;

Charge , Expelling, For 105MM, Base Ejection, Cartridges: MIL-C-60327A with Amendment 2 Paragraph 4.2;

Primer, Percussion M28A2 Assembly: DTL8838129 Paragraph 4.3 and Table II;

Charge, Propelling, M67 For 105MM Howitzer Loading, Assembling and Packing: MIL-C-60315B with Amendment 4 Paragraph 3.6 Figure I, Table IV and Paragraph 6.9;

Case Cartridge, 105MM, M14: DTL7548409 Paragraph 3.1 Paragraph 4.2 and Table III;

Projectile, 105MM, Illuminating, M314A3, Metal Parts Assembly: MIL-P-14852B with Amendment 2 Paragraph 4.3 and Table I;

Cartridge, 105MM, Illuminating, M314A3, Loading, Assembling and Packaging; MIL-C-20354C with Amendment 3 Paragraph 4.3 and Table I;

Container, Ammunition, Fiber, Spirally Wound: MIL-C-2439E with Amendment 7 Paragraph 4.3 and Table III;

Component, Metal. For Fiber Container M105: MIL-C-50409 with Amendment 2 Paragraph 4.2;

Cushion Components For Metal Container For 105MM Howitzer Ammunition: MIL-C-70957 Paragraph 4.3 and Table I

Component, Metal. For Fiber Container M105: MIL-C-50409 with Amendment 2 Paragraph 4.2;

Container, Ammunition, Metal. PA117 For Cartridge 105MM Tank Ammunition: MIL-C-70630 with Amendment 5 Paragraph 4.3 and Table I.;

Container, Metal. PA117: MIL-C-70741 with Amendment 1: Paragraph 4.3 and Table I .

b. The first article shall be delivered to: Yuma Proving Ground for Ballistic Testing and Contractor's facility for all other. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample

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shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2004
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (X) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) FEB/2004
LOCAL

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor -1- request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter

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or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of clause)

(ES6034)

E-6 52.246-4530 SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING) MAY/1994
LOCAL

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of:

Projectile, 105MM, Illuminating, M314A3, Metal Parts Assembly (MIL-P-14852B with Amendment 2): Normal sampling of 5 and reduced sampling of 2 (see paragraph 4.4.3.4.2);

Cartridge, 105MM, Illuminating, M314A3, Loading, Assembling and Packaging (MIL-C-20354C with Amendment 3): For the Function Test-First three consecutive lots - 80 Cartridges; after the three consecutive lots have met the requirements, 34 Cartridges shall be selected for the ballistic test (see Paragraph 4.4.3.2.1). For the Safety test- First three consecutive lots - 10 Cartridges; after three consecutive lots have met the requirements, three Cartridges shall be selected for the ballistic safety phase (SEE Paragraph 4.4.3.2.3).;

Primer, Percussion M28A2 (DTL8838129): 25 samples for Functioning and Pressure Resistance (Paragraph 4.4.3.2);

Case, Cartridge, 105MM, M14 (DTL7548409): Ballistic acceptance sampling shall be 30 Cartridges. If test results indicate a retest, an additional 60 Cartridges shall be required. (see Paragraph 4.3.3.1.2)

The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST

Metal Parts Assembly (drawing #10534900)- Excess Pressure Function Test;

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Cartridge, 105MM, Illumination, M314A3 LAP (drawing #9206821)-Function phase and Safety Phase;

Primer, Percussion M28A2 Assembly (drawing #8838129): Functioning and Pressure Resistance:

Case, Cartridge, 105MM, M14 (drawing #7548409): Ballistic Functioning Verification

REQUIREMENTS

Metal Parts Assembly for Projectile, 105MM Illuminating: Proving Ground Functional Tests: The projectile assembly shall reveal no evidence of failure when ballistically tested at the excess pressure phase. The Metal Part's Failure shall be defined as a breakup either in the bore of the weapon or in flight (see MIL-P-14852B with Amendment 2 Paragraph 3.6);

Cartridge, 105MM, Illuminating, M314A3 LAP: The Cartridge shall function satisfactory and shall provide effective illumination for 55 seconds. There shall be no premature burst in the bore of the weapon or in the first 100 yards of flight. There shall be no premature burst or indication of metal parts separation in the gun or in flight when fired with propellant adjusted 112 percent of the rated maximum pressure of the cartridge in a new tube (see MIL-C-20354 with Amendment 3 Paragraph 3.3) ;

Primer, Percussion M28A2 Assembly: The primer assembly shall function without audible hangfire. The primer assembly shall withstand a pressure of 54,000 to 57,000 pounds per square inch (psi) without evidence of rupture or any part of the primer becoming detached (see DTL8838129 Paragraph 3.7);

Case, Cartridge, 15MM, M14: Shall function properly when assembled into a Cartridge with an M28 Series Primer and M67 Propelling Charge and fired in an M101A1, M102 or M119A1 105MM Howitzer using standard field loading, firing and extraction procedures (remote firing permitted). The Cartridge case shall effectively seal the breech of the weapon against gas generated during firing. The Cartridge case shall show no visual evidence of propellant gas migration beyond the forwardmost four inches of the exterior of the case after firing. The Cartridge case shall exhibit the ability to withstand the maximum operating pressure without splitting, cracking or break-up. Additionally, the Cartridge case shall not exhibit any evidence of material loss or burn-through due to combustion or erosion due to propellant gases (see DTL7548409 Paragraph 3.4).

TEST FACILITY: Yuma Proving Ground

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

LAP FACILITY: To be determined.

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

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i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)

E-7 52.245-4545 MIL-STD-1916
LOCAL

OCT/2000

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
LOCAL

MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

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(ES7012)

E-9 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSS Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-10 52.246-4532 DESTRUCTIVE TESTING MAY/1994
LOCAL

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

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E-11

52.246-4550

CRITICAL CHARACTERISTICS

FEB/2004

LOCAL

- a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.
- Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
 - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
 - (3) A nonconformance that will result in violation of mandatory safety policies or standards.
- Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors, :
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
 - (2) prevent performance of the tactical function of a major end item.
- f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
 - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
 - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
 - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
 - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure

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mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/loc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-8	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load,
_____ wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-9	52.247 60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

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(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded -1- Yes -2- No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____ *

Size of trailer _____ Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

F-10 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAR/2004
LOCAL SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoE 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

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F-11 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-12 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43. copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

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(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	223.370- 4(A)(3) LOCAL	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-4	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of Clause)

(HA8704)

H-5	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible

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and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-6 252.211-7003 ITEM IDENTIFICATION AND VALUATION
DFARS

APR/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

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(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

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Contract Line, Subline, or Exhibit Line Item Number

Item Description

NONE

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment
Number NONE

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

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- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) Embedded DoD serially managed subassemblies, components, and parts. The Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-7 52.225-4503 RESTRICTION OF CRITICAL ITEMS AND COMPONENTS
LOCAL

FEB/1993

(1) The items and components listed in paragraphs (2) and (3) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(2) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials

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(unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

M314A3 Illumination Cartridge

(3) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

All components for the M314A3 Illumination Cartridge

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

"(4) The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(5) The contractor will insert the substance of this clause, including this paragraph (5), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of Clause)

(HS6306)

H-8	52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	LOCAL		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10% of the initial award value of the contract.

(End of Clause)

(HS6002)

H-9	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	LOCAL		

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 14 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 14 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 14 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-10	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the

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clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
HQ, Army Field Support Command
1 Rock Island Arsenal
ATTN: AMSFS-CCA-R/Norm Brown
Rock Island, IL 61299-6500

2. Production Management

Commander
HQ, Joint Munitions Command
1 Rock Island Arsenal
ATTN: SFSJM-CDA
Rock Island, IL 61299-6000

3. Send additional copies to -3- in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-11	242-1107(B)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS OF DELAYS IN DELIVERY	

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager		1

(End of clause)

(HS6028)

H 12	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	LOCAL		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

H-12 TECHNOLOGY INSERTION CLAUSE

At any time during the course of this contract, the government may require, at its option, the insertion of state-of-the-art, advanced or alternate technology into the items called for under the contract, including a retrofit program if desired. Government directed technology upgrades will be initiated through a contract modification via a mandatory ECP or by mandating the insertion of a government directed commercial component(s) or military hardware. The insertion may be limited to certain CLINS and quantities at the Government's discretion. If a government directed technology insertion will cause an increase or decrease in the cost or time required for performance of this contract, an equitable adjustment shall be negotiated and incorporated into the contract.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2001
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-24	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-25	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-26	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-36	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	MAR/2005
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-16	PROGRESS PAYMENTS	APR/2003
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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I-52	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-53	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-54	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.245-2	GOVERNMENT PROPERTY (FIXED) PRICE CONTRACTS)	MAY/2004
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-61	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-63	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-66	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-67	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-68	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-70	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-71	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-72	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-73	252.211-7000 DFARS	ACQUISITION STREAMLINING	DEC/1991
I-74	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-75	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-76	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-77	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-78	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-79	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-80	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-81	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I	APR/2003
I-82	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-83	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-84	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-85	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-86	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-87	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-88	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

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I-90 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING SEP/1989

(a) The Contractor shall deliver *_unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at Contractor's Facility for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF8003)

I-91 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCT/2004

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-92 52.248-1 VALUE ENGINEERING FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECF or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECF is accepted, the Contractor hereby grants the Government unlimited rights in the VECF and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECF and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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(IF8400)

I-93 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) CLIN 0001, 0002, 0003, 0004, 0005 and 0006 by a quantity of up to and including but not exceeding 200 percent for FY06, 200 percent for FY07, 200 percent for FY08, 200 percent for FY09 and 200 percent for FY10 as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001, 0002, 0003, 0004, 0005 and 0006 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the most probable option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time after award of contract and up to and including 30 Sep 2006 for the FY06 option, any time after 30 Sep 2005 and up to and including 30 Sep 2007 for the FY07 option, any time after 30 Sep 2007 and up to and including 30 Sep 2008 for the FY08 option, any time after 30 Sep 2008 and up to and including 30 Sep 2009 for the FY09 option and any time after 30 Sep 2009 and up to and including 30 Sep 2010 for the FY10 option by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Evaluated Option
(F.O.B. Origin)

	<u>Unit Price</u>	
CLIN 0001 1st Option Year	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	
	\$ _____ 15,001 - 20,000 each	
CLIN 0002 Option Year 2	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	
	\$ _____ 15,001 - 20,000 each	
CLIN 0003 Option Year 3	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	
	\$ _____ 15,001 - 20,000 each	
CLIN 0004 Option Year 4	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	
	\$ _____ 15,001 - 20,000 each	
CLIN 0005 Option Year 5	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	
	\$ _____ 15,001 - 20,000 each	
CLIN 0006 Multi-Year Option - Year 1	\$ _____ 1 - 5,000 each	
	\$ _____ 5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____ 10,001 - 15,000 each	

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	\$ _____	15,001 - 20,000 each	
CLIN 0006 Multi-Year Option - Year 2	\$ _____	1 - 5,000 each	
	\$ _____	5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____	10,001 - 15,000 each	
	\$ _____	15,001 - 20,000 each	
CLIN 0006 Multi-Year Option - Year 3	\$ _____	1 - 5,000 each	
	\$ _____	5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____	10,001 - 15,000 each	
	\$ _____	15,001 - 20,000 each	
CLIN 0006 Multi-Year Option - Year 4	\$ _____	1 - 5,000 each	
	\$ _____	5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____	10,001 - 15,000 each	
	\$ _____	15,001 - 20,000 each	
CLIN 0006 Multi-Year Option - Year 5	\$ _____	1 - 5,000 each	
	\$ _____	5,001 - 10,000 each	- MOST PROBABLE QUANTITY
	\$ _____	10,001 - 15,000 each	
	\$ _____	15,001 - 20,000 each	

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-94 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
 (If none, insert "None") IDENTIFICATION NO.

(End of Clause)

(IF6350)

I-95 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- 2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- 3) The identification of any documents and the substance of any oral communication involved in such conduct;
- 4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- 5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 5) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- 1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- 2) Countermand any communication regarded as a change;
- 3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are

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defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-96 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of defects.

(End of clause)

(IF6070)

I 97 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M314A3 Illumination Ctg	1315-01-514-5716	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier\be

(1) For the development, production, manufacture, or purchase of AA&E; or

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(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-98 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC/2004
(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I 99 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(IF7016)

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I-100 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)

(IP7002)

I-101 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2.7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-102 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-103 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD MAR/2000
DFARS CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-104 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC

(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-105 Economic Price Adjustment-Material (Steel or Brass)

(a) This clause applies to the unit price(s) for steel or brass only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel or brass) only and shall not include such costs as labor, overhead, G&A and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for steel or brass either increases or decreases. For the purpose of defining contract performance the basic contract and any options are considered to

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be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel or brass results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the unit price(s) of material (steel or brass) as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel or brass. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in unit price(s) other than those proposed; or

(iii) Changes in the quantities of material (steel or brass) used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for material (steel or brass) which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the contractor anticipates such an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material (steel or brass) during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for material (steel or brass). As also required by this provision the contractor shall complete the information required below:

	1st Year FY06	2nd Year FY07	3rd Year FY08	4th Year FY09	5th Year FY10
Multiple Year (Single w/4 option years)					
Proposed steel or brass Lbs. per					
M314A3 Illumination Ctg	_____#	_____#	_____#	_____#	_____#
Proposed steel or brass Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Proposed M314A3 Illum Ctg					
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Options					
Proposed steel or brass Lbs. per					
M314A3 Illumination Ctg	_____#	_____#	_____#	_____#	_____#
Proposed steel or brass Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Proposed M314A3 Illum Ctg					
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Multi-Year (5 years)					
Proposed steel or brass Lbs. per					
M314A3 Illumination Ctg	_____#	_____#	_____#	_____#	_____#
Proposed steel or brass Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Proposed M314A3 Illum Ctg					
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Options					

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Proposed steel or brass Lbs. per					
M314A3 Illumination Ctg	_____#	_____#	_____#	_____#	_____#
Proposed steel or brass Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____
Proposed M314A3 Illum Ctg					
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____

(End of Clause)

*** END OF NARRATIVE I 001 ***

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS		006	
Attachment 001	TECHNICAL DATA PACKAGE 12944349 (CDROM)			
Attachment 002	ENGINEERING CHANGE PROPOSAL (ECP) R04A2018	18-AUG-2004	002	
Attachment 003	ENGINEERING CHANGE PROPOSAL (ECP) R05K2007	25-FEB-2005	007	
Attachment 004	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 005	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL		009	
Attachment 006	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 007	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 008	DOCUMENT SUMMARY LIST		003	
Attachment 009	LIST OF ADDRESSES		001	
Attachment 010	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 011	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		001	
Attachment 012	IOC FORM 715-4 - LISTING OF GOVERNMENT OWNED PROPERTY USED FOR PERFORMANCE		002	
Attachment 013	STATEMENT OF WORK - ACCOUNTABILITY INSTRUCTIONS		001	
Attachment 014	LIST OF GFM		001	
Attachment 015	HAZARDOUS WARNING LABEL		001	
Attachment 016	PAST PERFORMANCE SURVEY			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	Regulatory Cite	Title	Date
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3		*** THIS REFERENCE (KF6001) IS NO LONGER VALID ***	

K-4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- (insert NAICS code).

(2) The small business size standard is -2-(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-6 52.203 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(a) The offeror certifies that-

APR/1985

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; , or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF7005)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it o is a women-owned business concern.

(End of provision)

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(KF7022)

K-8 52.204 8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

(KF7006)

K-9 52.207 4 ECONOMIC PURCHASE QUANTITY-SUPPLIES MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following

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spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003
(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- [] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

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[] (v) The facility is not located in the United States or its outlying areas..

(End of provision)

(KF7058)

K-14 52.225-2 BUY AMERICAN ACT CERTIFICATE

JUN/2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF7031)

K-15 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE
DFARS

APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
------------------	-------------------

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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(End of provision)

(KA7702)

K-16 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	Regulatory Cite	Title	Date
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-9	252.206-7000 EFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-10	252.234-7000 EFARS	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
L-11	15.201	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS	OCT/1997

A Pre-Proposal Conference will be held at a date, time and place to be determined. Each Company will be given further instructions on number of attendees, etc., at the time pre-proposal conference date is officially scheduled.

(End of Provision)

(LF6013)

L-12 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990
Any contract awarded as a result of this solicitation will be a DO-A9 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-13 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-14 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency,

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and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Commander
HQ, Army Field Support Command
1 Rock Island Arsenal
ATTN: AMSFS-CCA-R/Norman Brown
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-15 252.217 7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Actual		National	Commercial	Source of Supply				
fg?	Line	Stock	Item	Company	Address	Part No.		M
	Items	Number	(Y or N)					
	(1)	(2)	(3)		(4)	(4)		
(5)		(6)						

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

L-16 52.211-4510 PARTNERING AUG/2001
AMC
(End of

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***The principal government representatives for this effort will be

Norman Brown
Contracting Officer
HQ, Army Field Support Command
1 Rock Island Arsenal
Rock Island, IL 61299-6500

(End of Provision)

(LM6100)

L-17 52.252 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-18 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-19 9.306(C) WAIVER OF FIRST ARTICLE APPROVAL SEP/1995

In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

(LF7009)

L-20 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-21 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

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HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176
The AMC-level protest procedures are found at:
<http://amc.army.mil/amc/cc/protest.html>
If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-22 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
LOCAL

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FEO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-23 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS AUG/2004

Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309)782-7245/5053. If there is no answer on either of these extensions, the attendant should call (309)782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

Delivery is to be made to Building 350, 5th Floor, North Bay between Poles E3 and E4, "Bid, Quote, and Proposal Receiving

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Area", (309)782-7245/5053.

Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-24 52.215-4501 ARSENALS AS SUBCONTRACTORS JUN/2000
LOCAL

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-25 52.222 1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
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Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266 5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-26 15.503 LOCAL DISCLOSURE OF UNIT PRICES FEB/2004
Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a

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public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

SECTION L - Information to be Submitted

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical/Management, Past Performance, Price and Small Business Utilization.

Technical/Management Area

The Technical/Management area of the proposal shall be presented orally in four separate parts covering the following sub-factors:

Part I Integrated Master Plan /Delivery Schedule

Part II Essential Processes and Procedures, and Essential Skills

Part III - System Integration/Program Management

Part IV Quality

Throughout the oral presentation of Parts I and IV, the offeror shall describe the applicability of 6-sigma principles. At a minimum, a top level process map that clearly shows the relationship between all of the tasks listed in the technical/management area shall be provided, as well as second level maps that clearly explain each task. For Part I, the offeror shall describe the training or knowledge of 6-sigma principles possessed by the key personnel participating on the contract.

The presentation shall describe the following processes/procedures needed to perform the contract, and must include a description of facilities, equipment, processes and capacities to satisfy all the requirements. The offeror shall clearly provide evidence that they possess the ability to meet any and all requirements in the TDP and contract. The offeror is responsible for providing sufficient detail in their presentation to permit a complete and accurate evaluation of the proposal from a Technical/Management perspective.

Attendees: An offerors oral presentation must be made by one or more of the persons whom the Offeror will actually employ under the prospective contract to perform the functions such as program manager, facilities manager, key engineering personnel, etc. Key personnel that the Offeror will employ to perform those functions should attend the oral presentation. The Offeror is limited to seven (7) attendees. No other officers, employees, consultants, agents, or other representatives of the Offeror may attend.

Guidance for the Preparation of Oral Presentations:

The Government does not desire elaborate charts/slides. Content and substance of the presentation is to be stressed. Each Offeror must use black and white overhead transparencies (slides), whether hard copy or CD to document the key points of its presentation. The Government will provide one overhead projector or other electronic equipment for the offerors use during the oral presentation. The Offeror may not use or submit any other media or documents, samples, prototypes, etc. The Offeror must submit its set of overhead transparencies or CD and six paper copies to the Government in a sealed package with its offer. Offerors shall provide five (5) additional copies of its briefing charts to the PCO at the time of the presentation. These copies and any slides must be identical to the presentation copy provided on the closing date of the solicitation. At the scheduled presentation time, the Contracting Officer will review the ground rules of the presentation with each Offeror. Immediately before the presentation, the contracting officer will give the transparencies or CD to the Offeror for its use during the presentation. Each Offeror will be required to use only this set of transparencies or CD. No other material or revisions to the briefing charges will be permitted. Failure in consistency of the original transparencies or CD to all copies provided shall be the offerors responsibility and the Government assumes no liability for any circumstances that might arise from this failure. The overhead transparencies or CD contents must be legible and must conform to the following specifications:

Size: 8.5 inches by 11 inches
Color: black and white
Graphics: Permitted

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Company name or logo required on each chart
Sequentially numbered
Maximum of 8 bullets per slide

-There is no limit to the number of charts/slides that an Offeror may use during its presentation. However, when evaluating the offerors understanding of the RFP requirements, the Government will consider only the information on the charts/slide shown during the presentation.

-Only the material presented will be evaluated. No additional written material provided on the date of the presentation will be accepted.

-Oral presentations shall not address past performance, small business utilization price or fee.

-The oral presentations will be scheduled by the PCO, and will take place at Rock Island Arsenal (actual location to be determined) and will begin at 0830 hours on the date assigned. The PCO will notify each Offeror of the date and specific location. The order of presentations will be determined by a lottery system. The Government reserves the right to reschedule oral presentations at the sole discretion of the PCO. The presentations will be video recorded for reference and further Government review, if needed. No other recording devices will be permitted. Copies of the video recording may be provided upon request either at debriefing or following contract award.

-Offerors will be given a maximum of four (4) hours to finish all presentations. Offerors are cautioned that presentations will cease at the end of the three-hour total. The amount of time apportioned to each part of the presentation is at the offerors discretion, and there will be a fifteen (15) minute break between presentations that will not count toward the three-hour total. Upon completion of all presentations, there will be a two (2) hour break. Following the break, the Government will have up to two (2) hours to ask questions for clarification purposes. All questions will be asked orally by only the PCO during the question and answer period only. There will be NO FREE FLOWING DIALOGUE between the offerors and evaluation team members during the oral presentation and the question and answer period.

-THE ORAL PRESENTATION WILL NOT CONSTITUTE DISCUSSIONS AS DEFINED IN FAR 15.306. The Government will not advise an Offeror of its strengths, deficiencies, or weaknesses during the presentation. The information in the oral presentation will be used solely for evaluation purposes in selecting a contractor. During the question and answer period, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the Offeror on any point which was not adequately supported in the presentation. This dialogue between the Offeror and the Government will be for clarification only. At the conclusion of all presentations and review of the other proposal elements the Government will establish a competitive range. Offerors eliminated from the competitive range will be notified and will be afforded the opportunity to be debriefed at that time should they so request within 3 days after notification. Should discussions be required they will be conducted only through the PCO and with only those offerors still in the competitive range.

Technical/Management

Part I Integrated Master Plan /Delivery Schedule

The presentation must describe a manufacturing program that will ensure that the 105mm M314A3 Illumination components and end item will meet all requirements as specified in the Technical Data Package and that the Integrated Master Plan clearly demonstrates the contractors ability to meet the required delivery schedule. In the case where subcontractors or partners will be used the offeror will specifically identify the subcontractor. If a partnering arrangement is proposed the offeror shall also identify the specific names of the partner(s) and nature of the arrangement. The Presentation shall specify plans to meet delivery schedule to include identification and scheduling of long lead materials including, but not limited to candles, Cartridge Cases, etc... Presentation shall include data to verify that other existing or projected programs will not impact the manufacturing facility and deliveries for this program. Data shall include time-phase manufacturing schedule for those other programs, assignments of floor space, machines, or other units of resources to programs and other data used by the contractor to verify that he will meet the required contract schedule requirement. The presentation

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shall also describe a manufacturing plan which will ensure that the 105mm M314A3 Illumination will be manufactured in accordance with the applicable technical data and must include a complete description of equipment and processes to be utilized to produce the 105mm M314A3 Illumination as well as all purchased components including the Candle, Metal Parts, Parachutes and Load, Assemble and Pack (LAP).

Part II Essential Processes and Procedures, and Essential Skills

The presentation shall describe the essential processes (including key manufacturing processes), skills, knowledge, and availability of the offerors, subcontractors or partners, if applicable, facilities and labor force to include, but not limited to, management, quality engineering, and production.

Part III - System Integration/Program Management

The presentation shall describe the offerors plan and experience in system integration/program management. The presentation shall provide the approach to effectively managing the M314A3 program. The offeror shall describe their plan for risk mitigation both from a cost and technical perspective. The offeror shall also describe their plan on how they will interact with Government counterparts during contract performance. The presentation shall also describe all aspects of the supply chain management to be used to satisfy program requirements.

Part IV Quality

The presentation shall describe and demonstrate that the offerors quality system meets the requirements of ANSI/ASCQ ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors proposal for its quality system must define its organizational structure, responsibilities, procedures, processes, and resources proposed for implementing quality management. The offerors presentation must also describe in detail its plan for implementation and maintenance of processes as required by the critical characteristics provision. The presentation shall also specifically address how the offeror intends to incorporate six sigma principles and associated tools.

Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the technical/management area.

Past Performance (including sub-factors of On Time Delivery and Quality):

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation. The offeror must submit all contracts; government, commercial, FMS that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this RFP. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity
Contract Number
Contract Type (fixed price, cost reimbursable, etc.)
Total Contract Value
Description of work or NSN, Part Number and how it is relevant
Contracting Officer/Contract Manager, current telephone number and current email address
Administrative Contracting Officer, current telephone number and current email address
A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. Survey should be emailed/mailed to the contracting office directly from the person(s) provided the survey. Email address to send surveys to is nielsenca@afsc.army.mil. Mailing address is in Block 7 of the SF33. Survey is attached to this solicitation. All past performance information shall be received by contracting officer 10 days prior to closing of the solicitation.

On-Time Delivery (sub-factor)

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

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Quality (sub-factor)

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

Cost Control (sub-factor)

Cost Control For contracts provided as part of the offerors past performance submission provide a line chart that reflects the proposed/award price (Y-Axis) compared to the actual costs incurred for the past 3 years (X-Axis). If actual costs for the current year are not available, provide the estimated cost to complete. Offerors shall address any causes for overruns which exceed 5 percent of the original contract price, and efforts it took to control costs and reduce the risk and magnitude of future overruns.

Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

Price:

The offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in American dollars.

Small Business Utilization (including sub-factors of Proposed SBU and Realism)

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
---------	--------------	--------------------	--------------

TOTAL SB \$

LARGE BUSINESS	EST \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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EST. TOTAL CONTRACT \$

EST. TOTAL SUBCONTRACTING \$

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(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SECTION M Evaluation of Offers

Proposals and presentations will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals and presentations will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical/Management, Past Performance and Small Business. For Technical/Management a rating of Unacceptable, Fair, Good, and Excellent will be assigned. For Past Performance ratings of Unacceptable/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk and Neutral will be assigned. For Small Business the ratings of Marginal, Adequate, Good, Excellent or Note will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Offeror Management/Technical is significantly more important than Past Performance or Price. Past Performance and Price are equally important. Small business utilization is least important. All non-price factors when combined are significantly more important than price.

Offerors will be evaluated as follows:

Management/Technical (Factor):

1) Integrated Master Plan / Delivery Schedule (Subfactor): The presentation will be evaluated based on evidence of capacity and capability. Equipment, resources, non-GFM components and facilities must guarantee production, whether at the prime contractor level or subcontract level, can be achieved in the necessary quantities, quality and on time to meet the required delivery dates. The government will evaluate the offerors Integrated Master Plan. Areas to be considered include, but are not limited to:

Overall Program Management,
Subcontractor Management
Risk Management that describes events to include but not limited to FAT, LAT, Vendor Deliveries, Production Schedule, and Final Delivery.
Implementation of 6-sigma principles

Other data must show that other programs currently in house (or at subcontractor facilities) or scheduled for the future will not affect the production of the M314A3 .

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2) Essential Processes, Procedures and Skills (Subfactor): Essential Processes and Procedures - The presentation will be evaluated on the adequacy of existing equipment and facilities. The offeror demonstrates that he or their subcontractor has the equipment necessary to manufacture according to the Technical Data Requirements. If shortfalls of manufacturing equipment and/or facilities exist, the remedy will be evaluated and addressed. In addition, capability to increase the delivery rate in the solicitation in the event of national emergency will be evaluated. Evaluation will be made on processes and capacity including, but not limited to the following:

- a) Manufacture of Candles
- b) Manufacture of Primers
- c) Manufacture of Metal Parts and Cartridge Cases
- d) Manufacture of Parachutes
- e) Expelling and Propelling Charges
- f) Load, Assemble and Pack of end item

Essential Skills - The presentation will be evaluated on the capability of personnel (prime and subcontractors) to be used to perform the essential processes and procedures required to meet the delivery schedule. Evaluation will be made on the offerors essential skills knowledge in the following areas including but not limited to:

- a) All items listed in 2) above
- b) Technical Management Skills
- c) Quality Control Skills
- d) Statistical Evaluation Skills
- e) 6-Sigma

Evaluation will be based on number and type of personnel, experience and integration of the workforce.

3) System Integration/Program Management (Subfactor): The offerors presentation will be evaluated on capability/experience with system integration/program management, and their approach to effectively managing the M314A3 program to include supply chain management, identification of key subcontractors and management of risk, both technical and cost. The offerors presentation will also be evaluated on their plan to interact with the Government during different phases of the program including preproduction, production and any analysis that might be required.

4) Quality (Subfactor): The presentation shall demonstrate that the offerors (prime and subcontractor) quality assurance general plan meet requirements of ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities.

System Integration/Program Management is slightly more important than Essential Process and Procedures and Essential Skills. Essential Process and Procedures and Essential Skills is slightly more important than either Integrated Master Plan/Delivery Schedule or Quality, which are equal.

Past Performance (Factor): The Government, at a minimum, shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance. The overall rating will be based on a composite rating of the following sub-factors:

1) On-Time Delivery (Subfactor): The offeror will be evaluated as to his and his subcontractors or partners ability to meet the required delivery schedule based on performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

2) Quality (Subfactor): The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

Is there proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies?

What is the number and nature of RFWs and RFDs? Are they caused by the contractors, subcontractors or partners lack of process control?

What is the number and nature of QDRs that were caused by the contractor, subcontractor or partner?

Does the offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems provide the following: root cause analysis of deficiency; corrective action(s) to prevent

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nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance?

- Has the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database?

3) Cost Control (Sub factor): The offeror will be evaluated on its ability to meet original contract cost based on performance on current and previous contracts.

All sub-factors within Past Performance are of equal importance.

Price (Factor):

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be numerically scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.

(3) After a determination of price reasonableness, an analysis will be performed comparing the lowest evaluated submission on the annual (multiple year) procurement supplies to the lowest evaluated submission on the five-year multi-year requirement to determine which is the lowest cost in accordance with DFARS 217.170.

(4) The Government will evaluate offers for award purposes by adding the total price for all options (most probable quantity ONLY) to the total price for the basic requirement in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M.

(5) The additional price/cost data provided in the EPA clause will not be considered separately in the determination of price reasonableness. This information will only be used in the calculation of an applicable EPA.

Small Business Utilization (Factor)

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, Excellent or Note.

Ratings will be assigned as follows:

Management/Technical, including the sub-factors of 1) Integrated Master Plan /Delivery Schedule, 2) Essential Processes and Procedures, and Essential Skills, 3) System Integration/Program Management and 4) Quality will be rated for as Unacceptable, Fair, Good, and Excellent. As part of these ratings a level of risk will also be assessed based on the offerors presentation.

Excellent: The offerors presentation is complete and comprehensive. The approach in performing the contract for the M314A3 has no weaknesses. It is clear that the offeror has a complete, comprehensive understanding of the requirements. The offeror has identified all necessary resources along with a detailed approach to performing the effort. The offerors approach is realistic, achievable and supportable. No doubt exists that the offeror will be successful on this contract. It is clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors presentation and understanding of the requirements represents a low risk in performance.

Good: The offerors presentation is generally complete and comprehensive. There are very few areas where a complete, comprehensive understanding of the requirements is not evident. There may be minor questions as to the offerors identification of necessary resources. Little doubt exists that the offeror will be successful on this contract. The approach is realistic, achievable, and supportable. It is clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors presentation and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors presentation meets the minimal expectations for manufacture of a complex ballistic munition, such as the M314A3. The offerors identified resources are marginal. It can be anticipated that significant government resources may be required to assure success. The offerors approach although minimally adequate, does not provide a comprehensive understanding. Some doubt exists that the offeror will be successful on this contract. Lack in the offerors approach raises the risk of performance. Some delays and problem

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resolution could be expected. It is anticipated that reliance on government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Unacceptable: The offerors presentation indicates a lack of understanding of contract requirements. The approach is questionable and indicates a lack of understanding of what is required to produce the M314A3. The offerors identified resources are inadequate. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The presentation and understanding represents a high risk in performance.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes.

Factors of Past Performance (including the sub-factors of On-Time Delivery and Quality) will also each be rated as Unacceptable, Adequate, Excellent or Unknown based on the following:

1) On -Time Delivery

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, essentially no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

2) Quality

Unacceptable/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Virtually no doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is virtually no doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance

3) Cost Control

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in within the price proposed. The offeror has recent, relevant past performance and due to contractor fault, has a history of many price overruns in excess of five (5) percent.

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Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform within the price proposed. The offeror has recent, relevant past performance and due to contractor fault has some history of price overruns. However, the price overruns typically do not exceed five (5) percent.

Excellent/Low Performance Risk: Based on past performance, essentially no doubt exists that the offeror will perform within the proposed price. The offeror has recent, relevant past performance with little or no history of price overruns due to its own fault.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

Small Business (SB)
Small Disadvantaged Business (SDB)
Women-Owned Small Business (WOSB)
Veteran-Owned Small Business (VOSB)
Service Disabled Veteran-Owned Small Business (SDVOSB)
Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of Provision)

(MF6012)

M-4 52.247-49 DESTINATION UNKNOWN

APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Crane, IN

(End of provision)

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(MF6007)

M-5 47.305-12 TRANSPORTATION EVALUATION JAN/1995

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Ammunition, Illuminating (NMFC: 064300/UFC: 35610)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane Army Ammunition Activity; Motor; Crane, IN --- Tentative For evaluation purposes only, the destination is unknown.

(d) Evaluation will include the quantities and sources of government furnished material listed below.

GFM: Closing Plug (NSN: 1315-00-821-6608); 10,000 each; FROM: Crane, IN
Washers (NSN: 8140-00-862-3309): 10,000 each, FROM Hawthorne, NV

(End of Provision)

(MF6020)

M-6 9.306(C) FIRST ARTICLE APPROVAL SEP/1995

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M 7 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
LOCAL RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

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(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)

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